

§ 1G-4. Choice of North Carolina forum in business contracts.

(a) Choice of Forum. – Notwithstanding any other provision of law, a party to a business contract may bring an action in the courts of this State for a dispute arising from the business contract if the business contract contains both of the following provisions:

- (1) A provision where the parties agree that North Carolina law shall govern their rights and duties in whole or in part, pursuant to G.S. 1G-3.
- (2) A provision where the parties agree to litigate a dispute arising from the business contract in the courts of this State.

(b) Personal Jurisdiction and Forum Non Conveniens. – A party that enters into a business contract that satisfies the requirements of subsection (a) of this section consents to the personal jurisdiction of the courts of this State in an action for a dispute arising from the business contract. A court shall not stay or dismiss the action pursuant to G.S. 1-75.12 or the doctrine of forum non conveniens.

(c) Choice of Venue. – Notwithstanding any other provision of law, the parties to a business contract that satisfies the requirements of subsection (a) of this section may designate in the business contract one or more counties in this State as the proper venue for a dispute arising from the business contract. If the parties do not designate a county in the business contract, a party may bring an action for a dispute arising from the business contract in any county in this State.

(d) Change of Venue. – In an action that is brought in a county in this State permitted by subsection (c) of this section, a court may change the place of trial to another county in this State pursuant to G.S. 1-83(2), 1-83(3), or 1-84 only. Nothing in this subsection allows a court to change the place of trial to another state. (2017-123, s. 1.)